

Form PTO-1594

(rev 06/04)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**U. S. Department of Commerce
Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

1. Name of conveying party(ies)/Execution Date(s):**AGS LLC**
201 A&B Greer Drive
Simpsonville, SC 29681☐ Individual(s) ☐ Association
☐ General Partnership ☒ Limited Partnership
☐ Corporation
☐ OtherCitizenship DelawareExecution Date(s) September 20, 2005Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**3. Nature of conveyance:**☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☐ Other**2. Name and Address of receiving party(ies)**Additional name(s) & address(es) attached? ☐ Yes ☒ NoName: Marathon Special Opportunity Fund,
L.P.

Internal Address: _____

Street Address: 461 Fifth AvenueCity: New YorkState: New YorkCountry: USA Zip: 10011☐ Association – Citizenship _____
☐ General Partnership – Citizenship _____
☒ Limited Partnership – Citizenship Delaware
☐ Corporation – Citizenship _____
☐ Other _____
Citizenship _____If assignee is not domiciled in the United States, a domestic
representative designation is attached ☐ Yes ☒ No.**4. Application number(s) or registration number(s):**

A. Trademark Application No(s).

76636982
76636981
76629643

B. Trademark Registration No(s).

Additional numbers attached? ☐ Yes ☒ No**5. Name and address of party to whom correspondence concerning document should be mailed:**Jonathan Seiden, Esq.
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
Four Times Square
New York, New York 10036
Tel: (212) 735-3697
Fax: (212) 735-3697
JSeiden@skadden.com**6. Total number of applications
and registrations involved: 3****7. Total fee (37 CFR 1.21(h) and 3.41) \$80**☒ All fees and any deficiencies are authorized to be
charged to Deposit Account
(Our Ref. 094870/2)**8. Payment Information**Deposit Account No. 19-2385Authorized user Name: Philip H. Bartels**9. Signature.**

Signature

Jonathan Seiden.

Name of Person Signing

January 25, 2006

Date

Total number of pages including
cover sheet, and documents:

6

CH \$90.00 192385 76636982

TRADEMARK SECURITY AGREEMENT
(Trademarks, Trademark Applications and Trademark Licenses)

WHEREAS AGS LLC, a Delaware limited liability company, located at 201 A&B Greer Drive, Simpsonville, SC 29681 (the "Grantor") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, the parties hereto have entered that certain Credit Agreement, dated September 20, 2005, among AGS LLC, a Delaware limited liability company, the guarantors signatory thereto, the lenders signatory thereto, and MARATHON SPECIAL OPPORTUNITY FUND, L.P., as agent (the "Agent") (as amended from time to time, the "Credit Agreement"; defined terms used herein but not otherwise defined having the meanings ascribed in the Credit Agreement); and

WHEREAS, pursuant to (i) a Pledge and Security Agreement dated as of September 20, 2005 (as amended and/or supplemented from time to time, the "Security Agreement") among AGS LLC, the other parties named therein as Grantors, and the Agent (in such capacity, together with its successors in such capacity, the "Grantee"), and (ii) certain other Credit Documents (including this Trademark Collateral Security Agreement), the Grantor has secured certain of its obligations (the "Secured Obligations") by granting to the Grantee for the benefit of such Lenders a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in and to the Trademark Collateral (as defined below);

- (a) NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), to secure the Secured Obligations, a continuing security interest in and to all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), except to the extent (and only to the extent) prohibited by a Permitted Lien (as defined in the Security Agreement), whether now owned or existing or hereafter acquired or arising:
- (i) each Trademark (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Trademark referred to in Schedule 1 hereto;
 - (ii) each Trademark License (as defined in the Security Agreement) to which the Grantor is a party; and
 - (iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future infringement of any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto).

- (b) Notwithstanding the foregoing, the Trademark Collateral shall not include and the Grantor shall not be deemed to have granted a security interest in any applications to register Trademarks in the U.S. Patent and Trademark Office based on the Grantors "intent to use" such Trademark unless and until a Statement of Use or Amendment to Allege Use is filed therein, at which point such Trademark application shall be considered automatically included in the Trademark Collateral.
- (c) The Grantor hereby irrevocably appoints the Grantee its true and lawful attorney, with full power of substitution, in the name of the Grantor, the Grantee, the Secured Parties or otherwise, for the use and benefit of the Secured Parties, but at the Borrower's (as defined in the Credit Agreement) expense, to the extent permitted by law to exercise, upon the occurrence and during the continuance of an Event of Default (as defined in the Credit Agreement) in accordance with the terms of the Credit Agreement, all or any of the powers with respect to all or any of the Trademark Collateral as set forth in the Credit Documents, including without limitation, the remedies set forth in Section 7 of the Security Agreement.

The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 7th day of September, 2005.

AGS LLC

By: 

Name: Graham Weaver
Title: Chairman

Acknowledged:

MARATHON SPECIAL OPPORTUNITY
FUND, L.P., as Agent

By: _____

Name:

Title:

Trademark Collateral Security Agreement

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 70th day of September, 2005.

AGS LLC

By: _____
Name: Graham Weaver
Title: Chairman

Acknowledged:
**MARATHON SPECIAL OPPORTUNITY
FUND, L.P., as Agent**

By: Marathon Asset Management, LLC
Its: Investment Manager and Authorized Signatory

By: 2.7. Hanover
Name: Louis Hanover
Title: Chief Investment Officer

Trademark Collateral Security Agreement

Schedule 1Trademark Collateral

Country	Trademark	Registration Number (Serial Number)	Registration Date (Filing Date)	Owner	Status
US	LIBERTY 7S	(76/636982)	(4/25/2005)	Clapper Enterprises, Inc.	Pending
US	ROYAL REELS	(76/636981)	(4/25/2005)	Clapper Enterprises, Inc.	Pending
US	DRAGON 8's	(76/629643)	(1/27/2005)	Worldwide Game Technology Corporation	Pending
US	LUCKY LOTTO	(To be obtained)	(4/25/2005)		Pending

Trademark Collateral Security Agreement